



Forest Heights Police Department Policy and Procedures Manual

Subject:	Interagency Agreements			
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A. Purpose

Memorandum of Understanding between Prince George's County, Maryland and the Town of Forest Heights, Maryland for Jurisdictional Police Services

This Memorandum of Understanding (hereinafter "MOU") is made this 3rd day of October 2011, by and between Prince George's County, Maryland, a body corporate and politic, on behalf of the Prince George's County Police Department (hereinafter referred to as the "County") and The Town of Forest Heights, body corporate and politic (hereinafter referred to as "the Town").

WHEREAS, pursuant to the Annotated Code of Maryland, Criminal Procedure, Section 2-102, as may be amended from time to time, a police officer who is a member of a County police department or a municipal corporation in the State of Maryland may make arrest, conduct investigations, and otherwise enforce the laws of the State throughout the State without limitations as to jurisdiction under certain conditions; and

WHEREAS, a police officer as defined under Criminal Procedure Art., Section 2-101(c) of the Annotated Code of Maryland, may exercise this authority when (a) the police officer is participating in a joint investigation with officials from another state, federal, or local law enforcement unit, at least one of which has local jurisdiction (b) the police officer is rendering assistance to another police officer; (c) the police officer is acting at the request of a police officer or State Police officer, or (d) an emergency exists; and

WHEREAS, the police officer must also act in accordance with the regulations adopted by the police officer's employing unit in order to carry out this authority; and

WHEREAS, pursuant to Criminal Procedure Art., Section 2-301 of the Annotated Code of Maryland, a law enforcement officer may engage in fresh pursuit of a person who has committed or is reasonably believed by the law enforcement officer to have committed a felony in the jurisdiction in which the law enforcement officer has the power of arrest, or has committed a misdemeanor in the presence of the law enforcement officer in the jurisdiction in which the law enforcement officer has the power of arrest, and furthermore the officer may arrest the person anywhere in the State and hold the person in custody; and

WHEREAS, pursuant to Criminal Procedure, Section 2-105(e) of the Annotated Code of Maryland, the governing body of a county or municipal corporation may make a reciprocal agreement for the period that it considers advisable with a county, or municipal corporation, within or outside the State, and establish and carry out a plan to provide mutual aid by providing its police officers and other officers, employees, and agents, together with all necessary equipment; and

WHEREAS, Prince George's County, Maryland and The Town of Forest Heights wish to enter into this Memorandum of Understanding in maintaining the highest degree of cooperation between the County Police Department and The Town of Forest Heights Police Department in establishing guidelines for the

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administering of crimes which occur within or near the jurisdictional boundaries of the Town in Prince George's County.

NOW THEREFORE, in consideration of the mutual covenants contained herein and mutually acknowledged, the parties to this MOU agree as follows:

I. Contract Administrators

The Prince George's County Chief of Police or his designee, either one hereunder, is the County's representative in charge of all activities associated with this MOU. The Town of Forest Heights Chief of Police or his designee, either one hereunder, is the Town's representative in charge of all activities associated with this MOU.

II. Guidelines - Obligations and Responsibilities

1. Copies of general law enforcement reports of incidents and crimes occurring within areas under Town jurisdiction shall be made available by either police agency to the other upon request. The Forest Heights Police Department's mailing address is 5508 Arapahoe Drive, Forest Heights, Maryland 20745. The County Police Department's mailing address is 7600 Barlowe Road, Palmer Park, Maryland 20785.
2. The Town Police, at the written request of the County Police, will provide any available statistical information required for the County's purposes. The County Police will provide the Town with all available statistical information regarding the Town. For incidents occurring in the Town that are reported as part of the Uniform Crime Reporting program, the Town Police is responsible for compiling, tabulating, and submitting the information for the Uniform Crime Reports ("UCR's"). The contents of the UCR's shall be consistent with the disclosure and non-disclosure requirements of the Maryland Public Information Act ("PIA"). Any portions of such report that are deemed confidential under the PIA shall be specifically identified by the respective Chief, and such portions of the report shall not be made available for public dissemination absent the express written permission of the reporting Chief.
3. The County shall continue to provide police communications services to the Town, which consists of radio dispatch, and emergency and non-emergency call taking. The County shall not be required to provide radios or equipment to the Town, but will provide information concerning such issues as equipment compatibility. The parties agree that the County shall not be legally responsible or liable for providing such information.
4. When it has been determined that a call-for-service to the County Polices located within an area under Town jurisdiction, the Prince George's County Public Safety Communications (PSC) personnel shall notify a Town Police officer either by radio, computer or telephone. If a Town Police officer is unavailable, a County Police officer(s) will respond and handle the call. The prioritizing and dispatching of calls for service shall be in conformance with the PSC protocols.
5. A call-for-service received by the County that is determined to be located within an area under Town jurisdiction shall be handled by the Town Police, unless the call is relinquished by radio, computer or telephone, by the Town Police to the County Police in the interest of time or public safety.
6. Pursuant to the provisions of County Police General Order, Volume I, Chapter 33 (Telephone Reporting Unit), calls for police service in the Town that meet County Police Telephone Reporting Unit (TRU) requirements may be handled and resolved by the TRU. The TRU is a unit that takes police reports over the phone.

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7. The Town Police and the County Police will have jurisdiction for all calls-for-service at any school facility located within the Town. As for outreach and educational programs, both departments, if requested by the school, may conduct outreach and educational programs which are agreed upon by and with school officials. If a representative of the school contacts the Town Police, the Town Police will interact with and provide instruction or presentations for students, school staff, or parents.
8. If available and their departure does not substantially detract from the welfare and public safety of the Town, a Town police officer or officers, if dispatched, may respond to the area immediately surrounding the Town Limits in response to a serious event, emergency or other situation, in which the County Police are unable to provide a rapid response or is otherwise in need of additional support from the Town's Police Department. The manner of providing assistance as set forth in this MOU, shall not affect the authority granted to police officers in matters involving fresh pursuit as provided in Criminal Procedure Article, Section 2-301, et seq.
9. Subsequent to a serious crime as described below in Section II.(10) and as further defined pursuant to the Criminal Law Article of the Annotated Code of Maryland, or incidents likely to attract significant media coverage of the Town, the technical expertise (including evidence collection, investigative services, and accident reconstruction) and the personnel of either police agency shall be made available to the other agency upon request of a supervisory officer, if resources are available. When the County Police responds to one of the above scenes, the County Police shall have sole responsibility for the crime scene.
10. Original and follow-up investigations of all crimes or all incidents, occurring within an area under Town jurisdiction shall be handled by the Town Police, except for the following listed crimes or incidents, and their attempts and conspiracies to commit them, in which cases the follow-up shall be handled by the County Police.
 - A. Arson,
 - B. Homicide,
 - C. T/A Robbery,
 - D. Rape in the First or Second Degree,
 - E. Sex Offense in the First or Second Degree,
 - F. Child Abuse, Physical or Sexual,
 - G. Extortion,
 - H. Hostage, Carjacking and Kidnapping,
 - I. Citizen Robberies,
 - J. Confirmed Explosive Devices,
 - K. In-Custody Deaths,
 - L. Natural Deaths,
 - M. Contact Shooting - All discharge of firearms by County Police and any criminal investigations of shootings by Town Police Officers in which an individual is struck by a projectile,
 - N. Any allegation of misconduct by a County police officer, and
 - O. Fatal Motor Vehicle Crashes
11. The Town Police will be responsible for all press releases and press conferences related to incidents and criminal offenses occurring in the Town, except for those listed in Section II.(10) (A-N).
12. The Town Police Department shall be exclusively responsible for enforcing Town ordinances within the corporate limits.
13. Upon receiving written complaints against its officers for failure to comply with this "Memorandum of Understanding," the Town or County police agency whose officer(s) are the subject of the complaint shall immediately take the necessary action to ensure compliance.

III. Notices and Reports

All notices and reports should be sent to the following:

The County Police will keep the Town Police Chief, or designee, apprised of the case status upon request. An Executive Summary prepared by the County Police may be forwarded to the Town Chief of Police (or designee) within 30 days after the case is completed, if requested by the Town Police Chief (or designee). Such Executive Summary shall be deemed confidential and used only for law enforcement purposes. They may not be disseminated without prior notice to the County Chief of Police.

Notice to County. Notice hereunder to the County shall be deemed sufficient if addressed by first-class mail or personally delivered as follows: ATTN: Mark A. Magaw, Interim Chief of Police, and sent to the address as provided for in Section II.(1) herein.

Notice to Town. Notice hereunder shall be deemed sufficient if addressed by first-class mail or personally delivered as follows: ATTN: Chief Frank R. Webb, Jr., Chief of Police, and sent to the address as provided for in Section II.(1) herein.

IV. Employee Status, Liability and Claims

1. The County Police and the Town Police shall remain at all times and for all purposes an employee of the employing County or Town. The County and Town agree that police officers providing mutual aid under this Agreement shall be deemed employees of their respective departments, and are not entitled to coverage under the other jurisdiction's workers' compensation plan or other employment benefits. It is further agreed that each respective police department pursuant to Md. Code Ann., Criminal Procedure Art., Section 2-105(c), shall maintain responsibility for these and all other employment benefits. Each police department shall be solely responsible for selecting, training, equipping, supervising, setting performance standards, disciplining and compensating its police officers, and other matters incident to the mutual aid provided hereunder, all in accordance with each jurisdiction's requirements and regulations.
2. When Town police officers provide aid pursuant to this MOU, the Town and the County hereby agree to waive any and all claims that are against the other parties to the MOU that may arise out of their activities under this MOU while the Town's police officers are outside the Town's corporate jurisdiction. The County and Town further agree to indemnify and hold harmless the other party to this MOU from all claims by third parties that are for property damage or personal injury and that may arise out of the activities of the Town's police officers when deployed by the County outside the Town's jurisdiction under the MOU. Nothing in this paragraph shall be deemed a waiver by the County or the Town of governmental immunity against claims of third parties.
3. The parties acknowledge that the acts performed in furtherance of this MOU by the police officers or other officers, agents or employees of each party and the expenditures made by each jurisdiction shall be deemed conclusively to be for a public governmental purpose, and all of the immunities from liability enjoyed by the jurisdictions that are a party hereto when acting through police officers, agents, or employees for a public or governmental purpose within its territorial limits shall be enjoyed by the other jurisdiction's officers to the same extent when acting pursuant to other lawful authority and/or this MOU, beyond the territorial limits of the jurisdiction.

V. Amendments

This MOU may be amended only by mutual written consent of the parties. The modifications shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of the County and the Town.

VI. Term and Termination

The term of this MOU shall continue unless terminated by either party by providing 30 calendar days' advance written notice of termination to the other party.

VII. Governing Laws

This MOU shall be governed by the laws of the State of Maryland.

VIII. Recitals

The Recitals (i.e., the Whereas Clauses) contained at the beginning of this MOU are hereby incorporated and made a part of this agreement.

IX. Signatures of Agreement

1. Each signatory to this MOU represents to the other that he or she has been duly authorized to execute this MOU in accordance with the Charter, ordinances, and other rules, regulations, and procedures of his or her respective jurisdiction.
2. This MOU dated October 3, 2011, is reprinted and restated herein above as policy and rule of this manual.
3. Signature page found in executed MOU.